



IVF PHOENIX

ANONYMOUS SPERM DONOR INSEMINATION

**AGREEMENT OF UNDERSTANDING AND INFORMED CONSENT
BY PATIENT AND PARTNER**

I/We, _____ and _____, (hereafter "Recipient", which shall designate both Recipient and Recipient's partner, if applicable), are over the age of eighteen (18) and wish to utilize the services of IVF Phoenix as a provider program for anonymous sperm donor insemination.

We freely and knowingly agree to be bound by the terms and conditions of the agreement.

Duties of Parties

IVF Phoenix agrees to provide insemination services for the Recipient. All parties understand that the Recipient will be receiving sperm provided by a donor who has been screened by a reputable and licensed sperm bank and that IVF Phoenix cannot guarantee the viability, health or any other component of the sperm to be utilized in the artificial insemination process. IVF Phoenix and Dr. Couvaras are acting as an agent for the Recipient using a reputable and licensed sperm bank and not as a sperm bank.

Limitations on Liability

It is understood that all reputable sperm banks screen donors for infectious diseases and risk factors prior to accepting the donor as a participant. The Recipient is aware, however, that IVF Phoenix cannot guarantee the success of any attempted insemination nor can it guarantee the absence of congenital, mental, or, physical defects or Acquired Immune Deficiency Syndrome (AIDS) in any child born as the result of artificial insemination or in the Recipient. The Recipient therefore agrees not to institute a legal action for damages against IVF Phoenix or its agents in the event that the after-born child is found to be mentally or physically deficient or to have any sexually transmitted diseases, including AIDS.

The Recipient agrees not to obtain information as to the identity of sperm donor and acknowledges that the identity of the sperm donor is not known to IVF Phoenix.

Entirety of Agreement

This Contract represents an agreement between IVF Phoenix and the Recipient detailing rights granted and obligations assumed. Any prior agreement, promise, negotiation, or representation not expressly set forth in this agreement is superseded by this contract.

Agreement to purchase Donor Semen Specimen from a licensed Cryobank

The following are our three donor semen specimen choices:

- 1. Donor # _____ Hair Color _____ Eye Color _____ Height _____ Weight _____ Blood Type _____ Racial Code _____
- 2. Donor # _____ Hair Color _____ Eye Color _____ Height _____ Weight _____ Blood Type _____ Racial Code _____
- 3. Donor # _____ Hair Color _____ Eye Color _____ Height _____ Weight _____ Blood Type _____ Racial Code _____

We would like to order _____ # of vials.

We understand that we must pay for donor semen specimens **in advance**.

Credit card # _____ Expiration _____

Name on Card _____

Patient Signature

Date

Spouse/Partner Signature

Date

Witness Signature

Date